



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Attorney Docket No. 1776-0015

Application of: Herron

Group Art Unit: 2624

Serial No.: 10/758,618

Examiner: Clifton G. Daley

Filed: January 15, 2004

For: **Method and System for Preparing Grayscale Image Files for Highlight Printing on a Four Color Printer**

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Mail Stop PETITION, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 On

May 12, 2009

Date of Deposit

David M. Lockman

Name of person mailing Document or Fee

Signature of person mailing Document or Fee

May 12, 2009

Date of Signature

REQUEST FOR RECONSIDERATION OF PETITION UNDER 37 CFR 1.47(b)

Commissioner of Patents

Alexandria, VA 22313-1450

Sir:

Applicant hereby requests reconsideration of the petition under Rule 47(b) that was previously filed with the above-identified application. The denial was mailed on May 1, 2009. The application names a sole inventor who refuses to sign papers to file the application. The \$130.00 fee required by 37 CFR 1.17(h) has been paid.

Submission in Support of the Request for Reconsideration

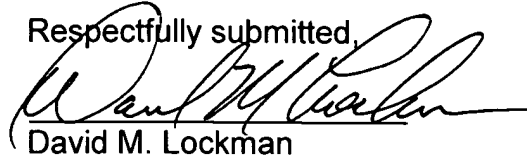
In the denial of the previously filed petition, the paper noted that the agreement submitted with the petition to establish the proprietary interest of Xerox was not in the file. A copy of that agreement, which was executed by the sole inventor in the above-identified application, is submitted with this request for reconsideration. In the agreement Mr. Herron assigns to Xerox the right, title, and interest in any patents and patent applications based on inventions, discoveries, computer programs and systems produced by Mr. Herron during his employment with Xerox. Mr. Herron invented the subject matter of the accompanying application while he was an employee of Xerox and the agreement is proof that Mr. Herron has agreed in writing to assign this invention to Xerox Corporation. As a result, Xerox has demonstrated a proprietary interest in this application that is adequate to support the petition. See MPEP 409.03(f). The submission of this paper fully addresses items (2) and (5) identified in the petition denial.

The undersigned states on behalf of the Rule 47 applicant, Xerox Corporation, that the filing of the application is necessary to preserve the rights of the parties. This statement fully addresses item (6) identified in the petition denial.

The Rule 47 Applicant submits that the copy of the agreement submitted with this request for reconsideration and the statement presented in this paper fully address all of the grounds cited for the denial of the petition, which was

mailed on May 1, 2009. Accordingly, the Rule 47 Applicant requests reconsideration and granting of the petition.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David M. Lockman", written over a horizontal line.

David M. Lockman
Attorney for Applicants
Registration No. 34,214

May 12, 2009
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Standard Version - USA*

Proprietary Information and Conflict of Interest Agreement

THE DOCUMENT COMPANY
XEROX

In consideration of my employment by Xerox Corporation, I agree that:

(A) While employed by Xerox, I will not work independently in, nor will I work for or advise any person(s) engaged in, similar business or research as performed by Xerox.

(B) During and after my employment at Xerox, I will promptly notify Xerox of all inventions, discoveries, computer programs and systems, works of authorship, improvements, and developments, which I may produce during my employment with Xerox, and I assign my right, title, and interest to Xerox in such inventions, discoveries, computer programs and systems, works of authorship, improvements, and developments.

I also assign my right, title and interest in any patents or patent applications based on such inventions, discoveries, computer programs and systems, works of authorship, improvements, and developments to Xerox, and will assist (at no personal financial expense) in obtaining and maintaining any patents for the benefit of Xerox.

However, I am not obligated to assign any inventions, discoveries, computer programs and systems, works of authorship, improvements, and developments, and applicable patents or patent applications to Xerox, which in the judgment of Xerox are unrelated to the actual or potential business or research efforts of Xerox.

(C) During and after my employment with Xerox, I will neither disclose nor assist in the unauthorized disclosure of Xerox confidential or proprietary information (which includes, but is not limited to, trade secrets, formulas, customer data, strategies, methods, processes, machines, inventions, discoveries, computer programs and systems, works of authorship, improvements, and other developments), nor will I use such information except as required by Xerox.

(D) During my employment with Xerox, I will not in the course and scope of my employment use any confidential or proprietary information of my prior employer(s), or disclose or assist in the disclosure of such confidential or proprietary information to Xerox.

(E) I understand that, unless I receive written consent from Xerox, my obligations under this Agreement may not be modified, released, or terminated.

(F) I am not a party to any agreements which in any way conflict with the foregoing provisions, nor do I own or have an interest in a patent application or unpatented invention.*

(G) I am not now a promoter, director, employee, officer or consultant of a for-profit organization, and I understand that the prior written consent of Xerox is required before I may accept any future positions of this nature and remain an employee of Xerox.*

(H) I will advise my immediate manager of any matter which appears to present a conflict of interest with Xerox and I will promptly comply with the action requested by Xerox to resolve conflicts should they exist.

(I) This agreement supersedes all prior proprietary information and conflict of interest agreements with Xerox.

*Subject to Xerox' approval, list here any agreements, activities, and positions that you wish to exclude from the provisions of paragraphs F and G.

except: Icefields Software and Isis Imaging Corporation

Employee:

Stephen Henon

Manager:

Date:

June 7, 1999

* Note: Order Form 58437 for California and Form 59851 for Illinois